

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**MIRANDA BOOTH,**

**Plaintiff,**

**v.**

**PORTFOLIO RECOVERY ASSOCIATES, LLC,**

**Defendant.**

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

**CASE NO. 2:20-cv-01327-NBF**

**OFFER OF JUDGMENT**

Pursuant to Fed. R. Civ. P. 68, Defendant Portfolio Recovery Associates, LLC hereby serves an offer to allow judgment to be taken against it and in favor of Plaintiff, Miranda Booth, as follows:

1. PRA makes this Offer of Judgment as to all claims set forth in Plaintiff's Complaint (ECF 1-1).
2. This Offer is being made to Plaintiff only.
3. Judgment shall be entered against PRA in the total amount of **ONE THOUSAND AND ONE DOLLARS** (\$1,001.00), as follows: **ONE THOUSAND DOLLARS** (\$1,000.00) for statutory damages under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*; and **ONE DOLLAR** (\$1.00) for any and all other claims, causes of action, and damages asserted against PRA in Plaintiff's Complaint.
4. In addition, the Judgment entered against PRA shall include an amount for Plaintiff's reasonable attorney's fees and costs incurred in connection with Plaintiff's prosecution of the claims alleged against PRA through the date of Plaintiff's acceptance of this Offer, in an amount to be agreed upon by counsel or, alternatively, as determined by the Court.
5. This Offer is made solely for the purposes specified in Fed. R. Civ. P. 68 and is not an admission of liability by PRA.
6. In accordance with Rule 68, if this Offer is not accepted by Plaintiff within fourteen (14) days after service of this Offer, the Offer shall be deemed withdrawn and evidence of this

Offer will be inadmissible except in any proceeding to recover costs. If this Offer is not accepted by Plaintiff and the judgment finally obtained by Plaintiff is not more favorable than this Offer, Plaintiff must pay all of her costs and attorney's fees incurred after service of this Offer, as well as PRA's costs as allowed by the rules of this District.

Accepted: /s/ Joshua P. Ward  
                  c/o Miranda Booth

Date: 12/18/2020

**MESSER STRICKLER, LTD.**

By: /s/ Lauren M. Burnette  
LAUREN M. BURNETTE, ESQUIRE  
PA Bar No. 92412  
12276 San Jose Blvd.  
Suite 718  
Jacksonville, FL 32223  
(904) 527-1172  
(904) 683-7353 (fax)  
[lburnette@messerstrickler.com](mailto:lburnette@messerstrickler.com)  
*Counsel for Defendant*

Dated: December 4, 2020

## **CERTIFICATE OF SERVICE**

I certify that on December 4, 2020, a true copy of the foregoing document was served as follows:

By Email and U.S. Mail, postage prepaid:

Joshua Ward  
Kyle Steenland  
The Law Firm of Fenters Ward  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206  
[jward@fentersward.com](mailto:jward@fentersward.com)  
[ksteenland@fentersward.com](mailto:ksteenland@fentersward.com)  
*Counsel for Plaintiff*

### **MESSER STRICKLER, LTD.**

By: /s/ Lauren M. Burnette  
LAUREN M. BURNETTE, ESQUIRE  
PA Bar No. 92412  
12276 San Jose Blvd.  
Suite 718  
Jacksonville, FL 32223  
(904) 527-1172  
(904) 683-7353 (fax)  
[lburnette@messerstrickler.com](mailto:lburnette@messerstrickler.com)  
*Counsel for Defendant*

Dated: December 4, 2020